

Amendment 383

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 383 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 29th day of MARCH, 2016, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to complete architectural spike and transaction time testing for the Janam XT2 replacement Portable Fare Transaction Processor (PFTP) device. This will include the delivery of a formal working document that will outline the requirements of the fare payment application, assumed screen flows, proof of concept, and new functional changes along with a full solution and scope. This work is performed per *RFI-732-ORCA PFTP Device Replacement (CR-11782) v5.0* as approved by the Agencies on September 9, 2016.
- C. The Parties agree that the Work necessary to modify the ORCA system as directed will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform all necessary work to complete architectural spike and transaction time testing for the Janam XT2 replacement Portable Fare Transaction Processor (PFTP) device. This work will include the following tasks:-

1.1 Perform an architectural spike on the Janam XT2 to confirm that the hardware is fit for purpose and that the Contractor software architecture can function on it.

1.2 Contingent on the architectural spike verify that the Contractor software can function on the Janam XT2 replacement device, and carry out indicative transaction time measurements.

- (a) These transaction time measurements are specifically a measure of the transaction time to read and write to a fare card (**after** the Near Field Communication (NFC) card detect). This *will not* incorporate any business rules engine or the fare payment application itself

1.3 Create a formal working document (SEA-XXTBD) that will outline the requirements of the fare payment application, assumed screen flows, proof of concept, and new functional changes along with a full solution and scope.

- (a) The transaction time measurement data will be appended to the formal working document

1.4 As part of this work, the Contractor will confirm that the Agency business needs are met on the chosen hardware device. Should this device be deemed unsuitable for this solution, the Contractor will notify the Agencies.

1.5 The Contractor will deliver the following formal document:-

- (a) [SEA-XXTBD] Replacement Portable Fare Transaction Processor (PFTP) – Transaction Time Testing, Architectural Spike Testing, Requirements and Solution

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed by June 30, 2017

2.2 The development work (solution) for the new device will be completed by December 30, 2017

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Per the Settlement Agreement (End of Life) the Agencies have agreed to pay Seventy (70) percent of the cost of this work.

The cost for the full development solution is independent of the architectural spike and transaction time testing body of work and will be priced separately.

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMPSUM COST

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To provide a formal document containing the results of transaction time testing, architectural spike testing, requirements and solution.	
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TOTAL	\$37,607
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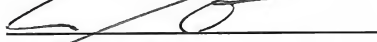
Section 4.0 Other Terms and Conditions

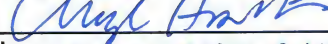
All other provisions of the Contract not referenced in this Amendment Three Hundred and Eighty Three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

The Agencies

By: 
Its: Interim GM

By: 
Their: ORCA OPERATIONS MANAGER
On behalf of the Agencies
Date: 3/29/17

Date: 3-27-17